



INVITATION FOR BID

State of North Dakota
OMB/Central Services Division
SFN 2464

ND Dept of Humans Services
Judicial Wing – 3rd Floor
600 East Boulevard Ave
Bismarck, ND 58505
701-328-1017

Bid Number: 12052005		Commodity or Service: Lotus Notes Software Maintenance	
Bids will be publicly opened on: December 19, 2006 10:00 AM, CST		Refer ALL Inquiries to: Kelly Klein	Phone: 701-328-1017 E-Mail: soklek@state.nd.us
Contract No.:		Contract Period:	
Date Delivery Required: January 20, 2006		Delivery location F.O.B.: ND Dept of Human Services Judicial Wing – 3 rd Floor 600 East Boulevard Ave Bismarck, ND 58505	
In compliance with this Invitation for Bid and subject to all the terms, conditions, and requirements specified, the vendor agrees and promises to sell, furnish, and deliver to the State all commodities and services contained in the invitation for bid and for which the vendor has been awarded by this contract with the State. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the invitation for bid and shall comply with all applicable provisions of the North Dakota Century Code and North Dakota Administrative Code Chapter 4-12. Written acceptance of the invitation for bid by the State constitutes a binding contract made and entered into by and between the State of North, acting through the agency named above, and:			
Bidder:		Federal ID or Social Security No.	
Street Address:			
P.O. Box	City	Telephone Number:	Toll Free Tel. No.
State	Zip Code	Fax Number:	E-Mail:
Type or Print Name & Title of Person Signing:			
Authorized Signature:			
Acceptance (For State Use Only)			
Bid Response accepted and contract awarded this _____ day of _____, _____ as indicated on the attached letter.			
By _____ Title _____			

See

mailing instructions on Page 2.

MAILING INSTRUCTIONS

Mail a completed and signed Invitation for Bid document in a sealed envelope to the address listed below. Invitation for Bid documents received after the date and time specified in the invitation for bid, will be rejected. Address the envelope containing your response in the following manner:

Attn: Kelly Klein
ND Dept of Human Services
Judicial Wing - 3rd Floor
600 East Boulevard Ave
Bismarck, ND 58505

Bidder Checklist. Have you remembered to:

- Prepare your bid price F.O.B. Destination, Freight Prepaid to the delivery location listed?
- Mark envelope as indicated?
- Review the terms and conditions, including indemnification and insurance requirements, contained in this solicitation that will apply to the contract?
- Sign your bid on the cover sheet?
- Initial any alternations or corrections?
- Review and complete all requirements contained in this solicitation to ensure compliance?

BIDDER'S INSTRUCTIONS

1. **Addition of Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the purchasing agency. Bids with any additional terms and conditions may be rejected as nonresponsive.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
3. **Assistance to Bidders with a Disability.** Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.
4. **Approved Vendor Registration.** Every person or business entity that desires to bid on contracts for commodities and services must be an approved vendor in order to be placed on the bidders list. Vendors must comply with the vendor registration requirements related to approved bidder registration as set forth in N.D.C.C. § 54-44.4-09 and this solicitation:
 - **Vendors Must Be Approved By Time Set For Proposal Opening.** Bids or proposals will only be accepted from those vendors who have become approved vendors, in accordance with N.D.C.C. 54-44.4-09. Bids or proposals submitted by vendors that are not approved at the time bids or proposals are opened will be rejected. Visit the State Procurement Office website at <http://www.state.nd.us/csd/spo/vendor-resources.htm> to check whether your company is currently an approved vendor on the State's Vendor Database. Vendor registration information and forms are also available on this website. Contact the ND State Procurement Office at 701-328-2683 or infospo@state.nd.us for assistance

Placement on the bidders list does not guarantee a vendor will receive notice of every formal solicitation. Vendors must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615):
<http://www.state.nd.us/csd/spo/vendor-reg.html>.

5. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless otherwise specified by the Procurement Officer in writing.
6. **Bid Results.** Bid summaries will be mailed to those bidders who supply a self-addressed, stamped, envelope with their bid response. Bid summaries will be mailed when an award decision has been made. Bid summaries may be viewed and a copy obtained by contacting the Purchasing Agency during normal working hours.

7. **Changes.** After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior approval has been obtained from the Purchasing Agency.
8. **Corrections.** The vendor's authorized representative must initial any corrections and alternations (i.e. erasers, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with alterations and corrections that are not initialed are subject to confirmation by the procurement officer.
9. **Currency.** All prices must be in United States currency.
10. **Clarifications and Questions:** Bidders must carefully review this solicitation, including specifications, terms and conditions, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject Invitation For Bid number. The procurement officer must receive these written requests by the deadline below to allow issuance of any necessary amendments:

December 12, 2006

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before this deadline. If the question may be answered by directing the questioner to a specific section of the Invitation for Bid, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the Invitation for Bid as determined by the procurement officer. The requirements of this solicitation can be altered only by written addendum and that verbal communications from whatever source are of no effect.

12. Definitions:

- Bidder any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary a summary of all bid responses received by the Purchasing Agency
- Bid response the executed document submitted by a bidder in response to a solicitation.
- Contract a deliberate written agreement between two or more competent persons to perform a specific act or acts.
- Contractor any person or firm having a contract with a governmental body.
- Solicitation the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods.

13. **Facsimile Bids.** Bid responses faxed to the Purchasing Agency will be rejected. Bids may be faxed to a third party who will put it in an envelope and deliver it to procurement office before the date and time specified in the solicitation.
14. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the Purchasing Agency prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected regardless of the degree of lateness or the reasons.
15. **Minor Informalities.** The State reserves the right to waive minor informalities in bid in accordance with N.D.A.C. 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions, that can be waived or corrected without prejudice to other bidders or offerors.
16. **Multiple Bids.** Bidders may submit more than one bid in response to this solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.
17. **Packaging.** All commodities and equipment are to be delivered packages strongly and securely according to accepted commercial practices.
18. **Pricing (Unit and Total Prices).** The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
19. **Protests.** An interested party may protest the solicitation within seven days before the bid opening or protest the notice of intent to award or award within seven days after receiving notice in accordance with N.D.C.C. § 54-44.4-10 and N.D.A.C. 4-12-14. Notice of Award will only be issued to those vendors that request Bid Results. Seven calendar days after award or issuance of the

notice of intent to award is issued to vendors that requested bid results, it will be assumed that all interested parties knew or should have known all the facts surrounding the solicitation.

20. **Review of the Bids.** After the bid opening, bids become subject to North Dakota open records laws. Interested parties may request public information and make arrangements to review the bid file by contacting the Procurement Officer during normal working hours, between 8:00 a.m. 12:00 pm and 1:00 pm and 5:00 pm., Monday through Friday.
21. **Receipt of Bids.** All sealed bids received by the Purchasing Agency will be opened and read at the place, date, and hour specified in the solicitation.
22. **Rejection.** The state reserves the right to reject any and all bids in whole or in part. Bid responses will be rejected if:
 - the bid response is not legible.
 - the bid response is not completed as requested.
 - the bid response is faxed to the Purchasing Agency
 - the bid response does not meet the specifications or other requirements of the solicitation.
 - the bid response is received after the time and date specified.
24. **Signature.** The bidder submitting the bid response or that bidder's duly authorized agent or representative must sign the bid response manually in ink. The name and title of the person signing the bid response must be typed or printed below the signature.
25. **Specifications.** Unless otherwise indicated in the detailed specifications of this solicitation, all models shall be new, unused units under current production for use in the United States at the time of submitting response.
26. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a brand name, make, or source of supply in specifications is for illustrative purposes only and equivalent products may be acceptable. If a commodity or service put forth by a vendor is rejected as not being equivalent, the procurement officer will notify the bidder of the rejection.
27. **Specifications, Deviation from Specifications Supplied by the State.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects, and the bidder will be held responsible. Any objections to the specifications stated herein must be brought to the attention of the Procurement Officer in writing as soon as possible or by the deadline for questions, so the Procurement Officer can determine whether the requirements need to be amended.
28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K.
29. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.
30. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the Purchasing Agency. Vendors continually withdrawing bids after the bid opening may be removed from the State Bidders List.

GENERAL TERMS AND CONDITIONS

1. **Applicable Law and Venue.** This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.
2. **Assignments and Subcontracts.** Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the Contractor may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor. Contractor shall not have the authority to contract for or incur obligations on behalf of the State.
3. **Binding Contract.** The acceptance of a bid response in writing by the Purchasing Agency constitutes a contract between the bidder and the state. Written acceptance from the Purchasing Agency will be in the form of a purchase order or a notification of

award. Any oral agreement or arrangement by a bidder or vendor with an agency or buyer will have no force or effect unless reduced to writing. The successful bidder must perform in accordance with the terms and conditions of the contract and this article and purchasing laws of the state of North Dakota.

4. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations. The contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subject subcontractors to the same provision.
5. **Compliance With Public Records Law.** Contractor understands that, except for disclosures prohibited under North Dakota open records laws related to Confidentiality, N.D.C.C. § 44-04-18, the State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records which are obtained or generated by the Contractor under this contract, except for records that are confidential under N.D.C.C. § 44-04-18, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request. Bid responses are exempt records until the time and date of the bid opening.
6. **Confidentiality.** Contractor agrees not to use or disclose any information it receives from the State under this contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from Contractor that the Contractor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.
7. **Inspection and investigations.** The State reserves the right to conduct inspections and investigations related to the commodity or service bid and the vendor submitting the bid, including but not limited to the firm, its facility, personnel, qualifications, and the commodities or and services offered to make determinations regarding compliance with the bid requirements and responsibility of the vendor.
8. **Material and Workmanship.** All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.
9. **Termination for lack of funding or authority.** This contract shall become null and void, in total or in part, should the Legislature of the State of North Dakota fail to appropriate funds for any or all agencies, which are committed to the terms of this contract. Any such contract termination shall be at no cost to the state.
10. **Title.** Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or its agent.

SPECIAL TERMS AND CONDITIONS

1. **Award.** Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein. Award will be made as follows:
 - All or none.
2. **Bidders Specification Portion.** A bid response or bid responses will not be considered if the Bidder's Specifications portion is not complete or if the descriptive literature or detailed manufacturer's specification material does not accompany the bid.
3. **Delivery.** The contractor shall make delivery of commodities ordered under this contract as follows:
 - Delivery is required 2 weeks after receipt of purchase order.

4. **F.O.B. Point and Freight.** Passage of title and freight under this contract shall be as follows.

Delivery is to be F.O.B. Destination to the location specified on the front page of the solicitation. The freight is to be included in the price of the products. Title will pass to Purchasing Agency upon delivery to the specified destination.

5. **Descriptive Literature.** The bidder's response must include descriptive literature or detailed manufacturer's specifications for the specific equipment or commodities being offered. Bidders are instructed to clear mark the literature that information that demonstrates compliance with the specification.
6. **Payment Terms.** Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the Purchasing Agency.
7. **Pricing.** Pricing under this contract shall be as follows:

Firm Fixed. The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the period of the contract.

8. **Purchasing Cards.** The Purchasing Agency may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The Contractor will accept a purchasing card without passing the processing fees for the purchase card back to the Purchasing Agency
9. **Service Representative.** The contractor must provide a dedicated service representative to provide support for this contract. The contractor shall provide the name and contact information for the service provider. During the contract period, the contractor shall notify the procurement officer in the event the contractor's service representative changes.

NAME OF SERVICE REPRESENTATIVE:	
ADDRESS OF SERVICE REP:	
CITY & STATE & ZIP CODE	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

10. **Termination of Contract**

a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. Termination for lack of funding or authority. The STATE may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for cause. The STATE by written notice of default to the CONTRACTOR may terminate the whole or any part of this contract:

- 1) If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by the STATE; or
- 2) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.
- 3) The rights and remedies of the STATE provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

d. Termination, Deliveries. If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the purchasing agency.

DETAILED SPECIFICATIONS

Passport Advantage Agreement Number: 2896

Passport Advantage Site Number: 7008713

Relationship SVP Level: GV

<u>Item</u>	<u>Part Number</u>	<u>Quantity</u>	<u>Total Points</u>	<u>SW Maintenance Coverage Dates</u>	<u>Price</u>
Domino Designer User Annual Software Maintenance Renewal					
01	E1CSFLL	5	4.35	01-Dec-2005 – 30-Nov-2006	
Notes With Collaboration User Annual Software Maintenance Renewal					
02	E1CS6LL	1778	284.48	01-Dec-2005 – 30-Nov-2006	
03	E1CS6LL	111	17.76	01-Jan-2006 – 30-Nov-2006	

BID RESPONSE

ITEM NO.	QTY	UNIT	DETAILED SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
bid_item					

Bidders proposed delivery time:

ARO

BIDDER NAME: _____

Bid No:

Bid Opening Date: Error! Reference source not found.